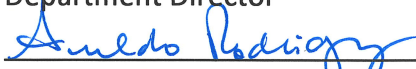


## REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_

Department Director

  
\_\_\_\_\_

Arnoldo Rodriguez, City Manager

Council Meeting of: July 17, 2019

Agenda Number: B-6

**SUBJECT:** Consideration of a Resolution Approving Six Agreements for Purchase and Sale of Real Property with the Property Owners, Authorizing the Mayor to Execute the Agreements, Accepting Six Easement Deeds and Authorizing the City Clerk to Execute the Certificate of Acceptance and to Record the Easement Deeds for the Sidewalk Improvements Lincoln Avenue - Austin Avenue - South Street CDBG Project No. B18MC060053, City Project No. R-73 (APN No. 004-041-020, 004-041-021, 004-042-006, 004-042-016, 004-043-007, and 004-043-017)

### RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution:

1. Approving six Agreements for Purchase and Sale of Real Property.
2. Authorizing the Mayor to execute the Agreements.
3. Accepting six Easement Deeds.
4. Authorizing the City Clerk to execute the Certificate of Acceptance of six Easement Deeds and record the Easement Deeds.

### SUMMARY:

Right of Way acquisition from six parcels of land are necessary for the Sidewalk Improvements at Lincoln Avenue, Austin Avenue, and South Street project. The agreements and Easement Deeds have been executed by the property owners and they are recommended for approval. The value of the land for the acquisition from the six parcels is \$19,819. Funds for the right of way acquisition are included in the City's Fiscal Year (FY) 2018/19 Budget.

**DISCUSSION:**

Right of Way acquisition was necessary from owners of six parcels. All six parcels required a land acquisition for a 4-foot strip along the north side of South Street. Agreements for PURCHASE AND SALE AND EASEMENT DEEDS have been executed by the property owners of all six parcels.

The land acquisition and improvements from the subject parcels are as follows:

APN	AREA (SQUARE FEET)	COST
004-041-020	520	\$3,380.00
004-041-021	509.03	\$3,309.00
004-042-006	500	\$3,250.00
004-042-016	500	\$3,250.00
004-043-007	500	\$3,250.00
004-043-017	520	\$3,380.00

The project consists of the installation of sidewalks along East South Street between Austin Avenue to Lake Street, Austin Avenue between East South Street to Lincoln Avenue, and sidewalk gap closure along Lincoln Avenue between D Street extending east to the alley. The project will also include handicap access ramps.

On May 17, 2017, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines, and that the project is subject to Categorical Exclusion from the National Environmental Policy Act (NEPA) Pursuant to 24 CRF Section 58.35(a).

**FINANCIAL IMPACT:**

There will be no impact to the City’s General Fund for the right-of-way and construction costs for this project. Measure T – LTP/ADA Compliance funds were used for the right of way acquisition and these funds are included in the City’s FY 2018/19 Budget, Account No: 41540000-7050.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

**Strategy 138** – This project supports this strategy to establish and enforce ADA standards throughout the community.

**ALTERNATIVES:**

City Council may choose to reject the right-of-way acquisition. The rejection of right-of-way acquisition would result in the north portion of the sidewalk along East South Street from Austin Avenue to Lake Street to be excluded from the Project.

**ATTACHMENTS:**

1. Council Resolution
2. Location Map
3. Agreements, Easement Deeds, and Legal Descriptions

**ATTACHMENT 1**

COUNCIL RESOLUTION

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING SIX AGREEMENTS FOR PURCHASE AND SALE OF REAL PROPERTY WITH THE PROPERTY OWNERS, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS, ACCEPTING SIX EASEMENT DEEDS AND AUTHORIZING THE CITY CLERK TO EXECUTE THE CERTIFICATE OF ACCEPTANCE AND RECORD THE EASEMENT DEEDS FOR THE SIDEWALK IMPROVEMENTS LINCOLN AVENUE – AUSTIN AVENUE – SOUTH STREET CDBG PROJECT NO. B18MC060053, CITY PROJECT NO. R-73 (APN No. 004-041-020, 004-041-021, 004-042-006, 004-042-016, 004-043-007, AND 004-043-017)**

**WHEREAS**, the City Council of the City of Madera has approved Sidewalk Improvements Lincoln Avenue – Austin Avenue – South Street CDBG Project No. B18MC060053 (the Project); and

**WHEREAS**, the Project requires the acquisition of right of way from six parcels of land to construct sidewalks on the north portion of South Street from Austin Avenue to Lake Street; and

**WHEREAS**, the six property owners of record, listed in Exhibit A attached hereto, have offered for sale to the City of Madera the interest in real property necessary for the sidewalk Project; and

**WHEREAS**, the property to be acquired is more specifically described in the legal description included in the Agreement for Purchase and Sale of Real Property and attached to each Easement Deed; and

**WHEREAS**, the purchase price offered for the properties has been established as just compensation in accordance with the appraised market value of the property; and

**WHEREAS**, on May 17, 2017, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines, and that the project is subject to Categorical Exclusion from the National Environmental Policy Act (NEPA) Pursuant to 24 CRF Section 58.35(a); and

**WHEREAS**, the six agreements and six easement deeds recommended for approval and acceptance are on file in the office of the City Clerk.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the six Agreements for Purchase and Sale of Real Property and accepts the six Easement Deeds, copies of which are on file in the Office of the City Clerk and referred to for particulars.
3. The Mayor is authorized to execute the Agreements.
4. The City Clerk is authorized to prepare the Certificate of Acceptance for the Easement Deeds.
5. The Finance Director is authorized to make the payment for the land acquisition in the amounts shown in the attached Exhibit A.
6. The City Engineer with the agreement of the City Manager and City Attorney is authorized to make non-material or technical corrections to documents required for implementation of the agreements.
7. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**EXHIBIT A**

**PROPERTY OWNER LIST**

RIGHT OF WAY ACQUISITION

For

**Sidewalk Improvements Lincoln Ave – Austin Ave – South St**

<b><u>APN</u></b>	<b><u>PROPERTY OWNER ADDRESS</u></b>	<b><u>AMOUNT</u></b>
004-041-020	Bartolo Salina [REDACTED] [REDACTED]	\$3,380.00
004-041-021	Philip M. & Caroline P. Mayer [REDACTED] [REDACTED]	\$3,309.00
004-042-006	Santos M. Robledo [REDACTED] [REDACTED]	\$3,250.00
004-042-016	Mary Salinas [REDACTED] [REDACTED]	\$3,250.00
004-043-007	Edilberto Camarillo [REDACTED] [REDACTED]	\$3,250.00
004-043-017	Angelina Cantu [REDACTED] [REDACTED]	\$3,380.00

**ATTACHMENT 2**

LOCATION MAP



# LOCATION MAP



**ATTACHMENT 3**

AGREEMENTS, EASEMENT DEEDS, AND LEGAL DESCRIPTIONS

PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Bartolo Salinas

MAILING ADDRESS:



APN 004-041-020

SITUS:

801 Austin Avenue  
Madera, CA 93638

### **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

**Bartolo Salinas**, hereinafter called the “SELLER”, without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the “CITY”, the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder referred to as the “Offered Property”, is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit ‘A’, attached hereto.

2. The purchase price of the Offered Property shall be the sum of **Three Thousand Three hundred Eighty Dollars and No Cents (\$3,380.00)**, as just compensation therefor for land and severance.

3. SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4. SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on \_\_\_\_\_, 2019

CITY OF MADERA

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

SELLER

By:  \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

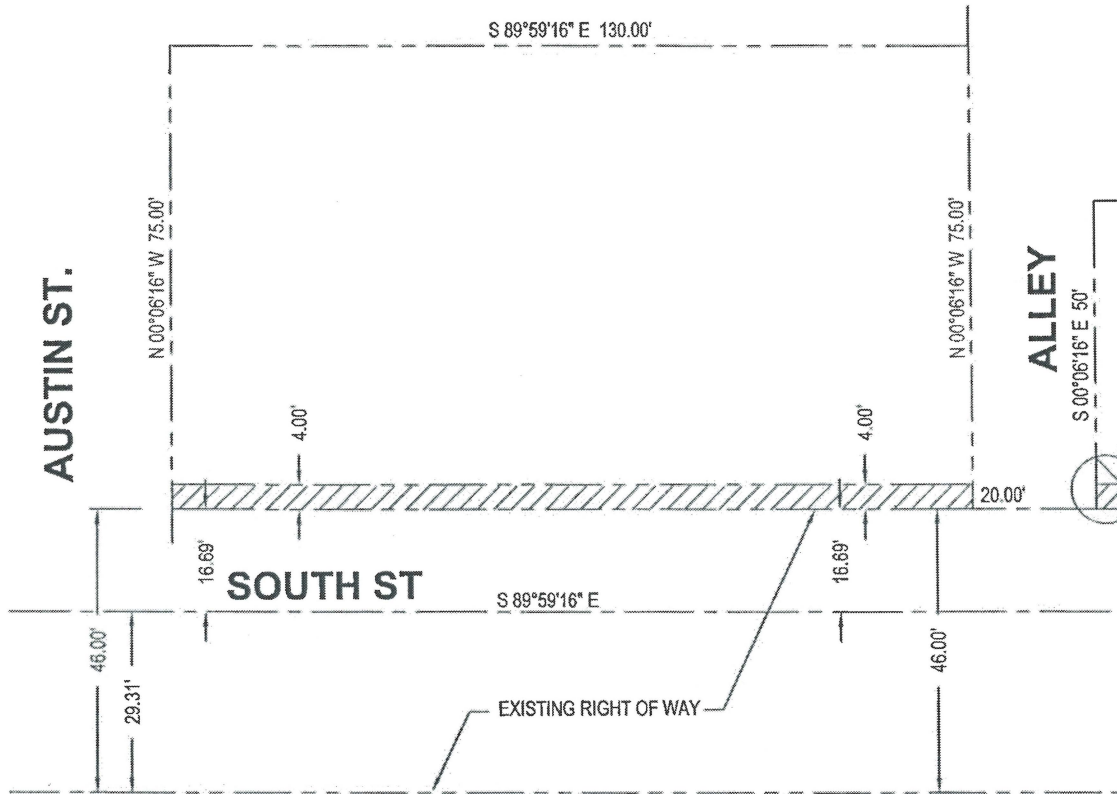
ATTEST:

By: \_\_\_\_\_  
City Clerk

APN 004-041-020  
 ADDRESS:  
 801 AUSTIN AVENUE,  
 CITY OF MADERA  
 COUNTY OF MADERA, CALIF.

# EXHIBIT A

OWNER:  
 SALINAS, BARTOLO



INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 520.00 SQ. FT.



SCALE: 1" = 30'

## CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA  
 ADDRESS: 205 W. 4th STREET  
 MADERA, CA 93637

SURVEYOR: CHRISTIAN M. BACH  
 R.C.E. NO. 18715  
 TELEPHONE: (559) 661.5418

F.B. NO. \_\_\_\_\_  
 DR. BY: \_\_\_\_\_  
 CH. BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 SCALE: 1" = 30'  
 DRAWN BY: JEAGUILAR  
 PROJECT: ST-XX | R-73  
 SHEET 1 OF 1

South Street Sidewalk, Austin Avenue to Lake Street  
Easement Acquisition

## Legal Description

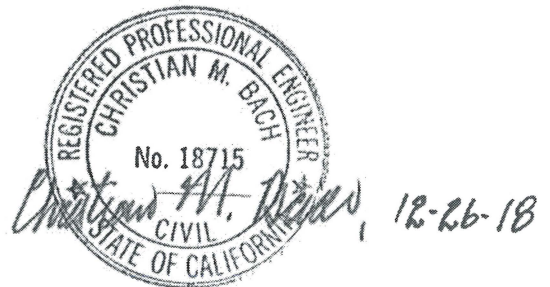
APN 004-041-020, Owner: Bartolo Salinas

801 Austin Avenue

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera," filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition", filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 19, in Block 3, of said "Map of Parson's Addition to the Town of Madera".

Containing 520.00 square feet.



RECORDING REQUESTED BY:

City of Madera  
AFTER RECORDING RETURN TO:  
City Clerk  
City of Madera  
205 W. 4th Street  
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_

APN:

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Bartolo Salinas, a Married Man**

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE  
STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on  
and in the following described real property in the City of Madera, California, County of Madera, State  
of California, being more particularly described as follows:

**(See Exhibit 'A' attached hereto and made a part hereof)**

Date: 6-12-2019

By: [Signature]  
Property Owner Signature(s) above, Printed Name Below

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

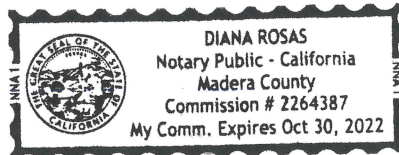
State of California)  
County of Madera)

On June 12, 2019, before me, Diana Rosas, Notary Public, personally appeared Bartolo Salinas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]





PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Philip M. & Caroline P. Mayer

MAILING ADDRESS:

[REDACTED]  
[REDACTED]

APN 004-041-021

SITUS:

800 Cutting Street  
Madera, CA 93638

### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

**Philip M. & Caroline P. Mayer, Co- Trustees or their successors in Trust of the Philip M. and Caroline P. Mayer Revocable Living Trust of 2014, dated August 1, 2014**, hereinafter called the “SELLER”, without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the “CITY”, the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder referred to as the “Offered Property”, is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit ‘A’, attached hereto.

2. The purchase price of the Offered Property shall be the sum of **Three Thousand Three Hundred Nine Dollars and No Cents (\$3,309.00)**, as just compensation therefor for land and severance.

3. SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4. SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on \_\_\_\_\_, 2019

CITY OF MADERA

SELLER

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: Carolene D. Mayer

APPROVED AS TO FORM:

Philip M. Mayer

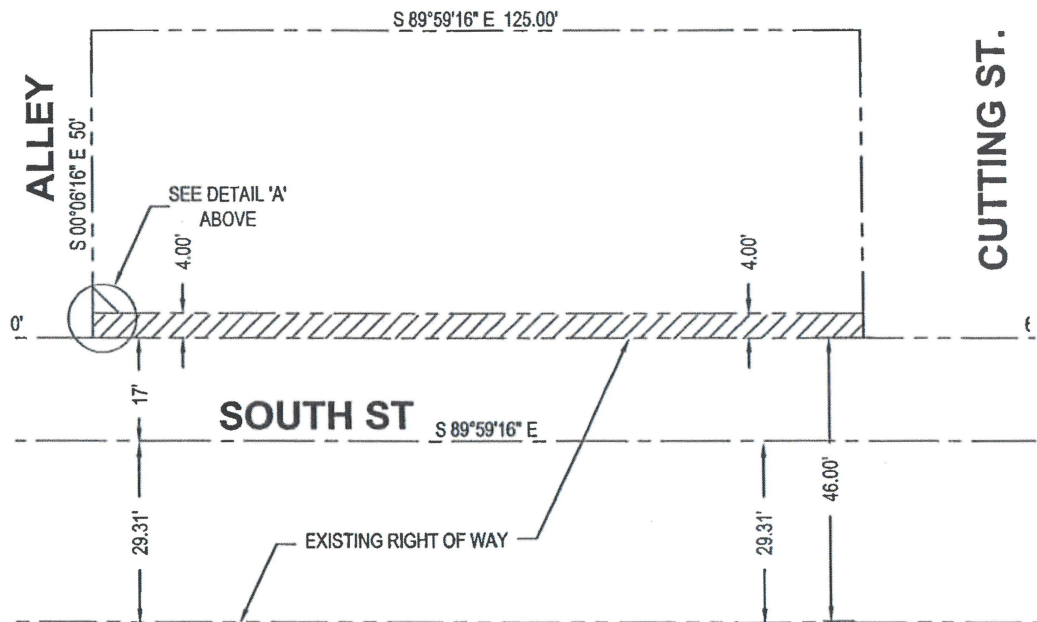
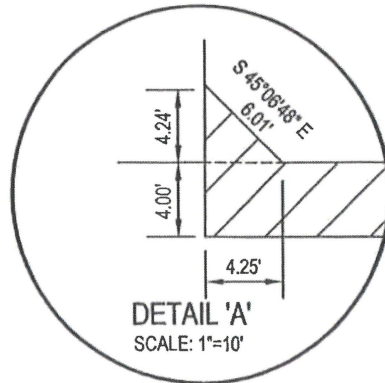
By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

APN 004-041-021  
 ADDRESS:  
 800 CUTTING STREET  
 MADERA, CA  
 OWNER:  
 PHILIP M. & CAROLINE P. MAYER

**EXHIBIT B**



INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 509.03 SQ. FT.



SCALE: 1" = 30'

**CITY OF MADERA - ENGINEERING DEPARTMENT**

CITY: CITY OF MADERA  
 ADDRESS: 205 W. 4th STREET  
 MADERA, CA 93637

SURVEYOR: CHRISTIAN M. BACH  
 R.C.E. NO. 18715  
 TELEPHONE: (559) 661.5418

F.B. NO. \_\_\_\_\_  
 DR. BY: \_\_\_\_\_  
 CH. BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 SCALE: 1" = 30'  
 DRAWN BY: JEAGUILAR  
 PROJECT: ST-XX | R-73  
 SHEET 1 OF 1

Dec/26/2018 4:26 PM S:\CIP\PROJECTS BY FISCAL YEAR\CIP FY 16-17\R-73 SIDEWALKS AT GEORGE WASHINGTON\DESIGN\R-73 WASHINGTON RW.MOD BY ERIC

**South Street Sidewalk, Austin Avenue to Lake Street**

**Easement Acquisition**

## **Legal Description**

**APN 004-041-021, Owner: Philip M. and Caroline P. Mayer**

**800 Cutting Street**

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera," filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition", filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 18, in Block 3, of said "Map of Parson's Addition to the Town of Madera."

Also including an area described as follows:

The TRUE POINT OF BEGINNING being a point on the west boundary of said Lot 18, 4.00 feet north of the southwest corner of said Lot 18; thence, along said west boundary, N 0° 06' 16" W, a distance of 4.24 feet; thence S 45° 06' 48" E, a distance of 6.01 feet; thence N 89° 59' 16" W, a distance of 4.25 feet to the TRUE POINT OF BEGINNING.

Containing a total of 509.03 square feet.



*Christian M. Bach*, 12-26-18

RECORDING REQUESTED BY:  
City of Madera  
AFTER RECORDING RETURN TO:  
City Clerk  
City of Madera  
205 W. 4th Street  
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due 0

APN: 004-041-021

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

**Philip M. Mayer and Caroline P. Mayer, Co-Trustees or their Successors in Trust,  
of the Philip M. and Caroline P. Mayer Revocable Living Trust of 2014, dated August 1, 2014**

DO HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'B' attached hereto and made a part hereof)

Date: 6/12/2019

By: Caroline P. Mayer Philip M. Mayer  
Property Owner Signature(s) above, Printed Name Below

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

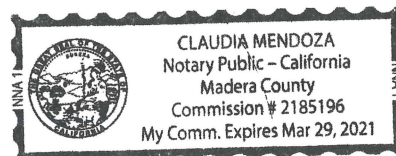
State of California)  
County of Madera)

On 6/12/2019, before me, CLAUDIA MENDOZA, Notary Public, personally appeared CAROLINE P. MAYER & PHILIP M. MAYER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Claudia Mendoza



PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Santos M. Robledo & Lupe Robledo

MAILING ADDRESS:



APN 004-042-006

SITUS:

801 Cutting Street  
Madera, CA 93638

### **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

**Santos M. Robledo and Lupe Robledo, husband and wife, as Joint Tenants**, hereinafter called the “SELLER”, without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the “CITY”, the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder referred to as the “Offered Property”, is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit ‘C’, attached hereto.

2. The purchase price of the Offered Property shall be the sum of **Three Thousand Two Hundred Fifty Dollars and No Cents (\$3,250.00)**, as just compensation therefor for land and severance.

3. SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4. SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a. City shall pay the sums specified in Paragraph 2 of this Agreement

upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.



12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on \_\_\_\_\_, 2019

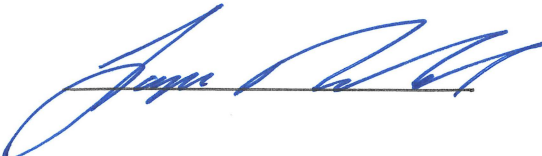
CITY OF MADERA

SELLER

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: 

APPROVED AS TO FORM:



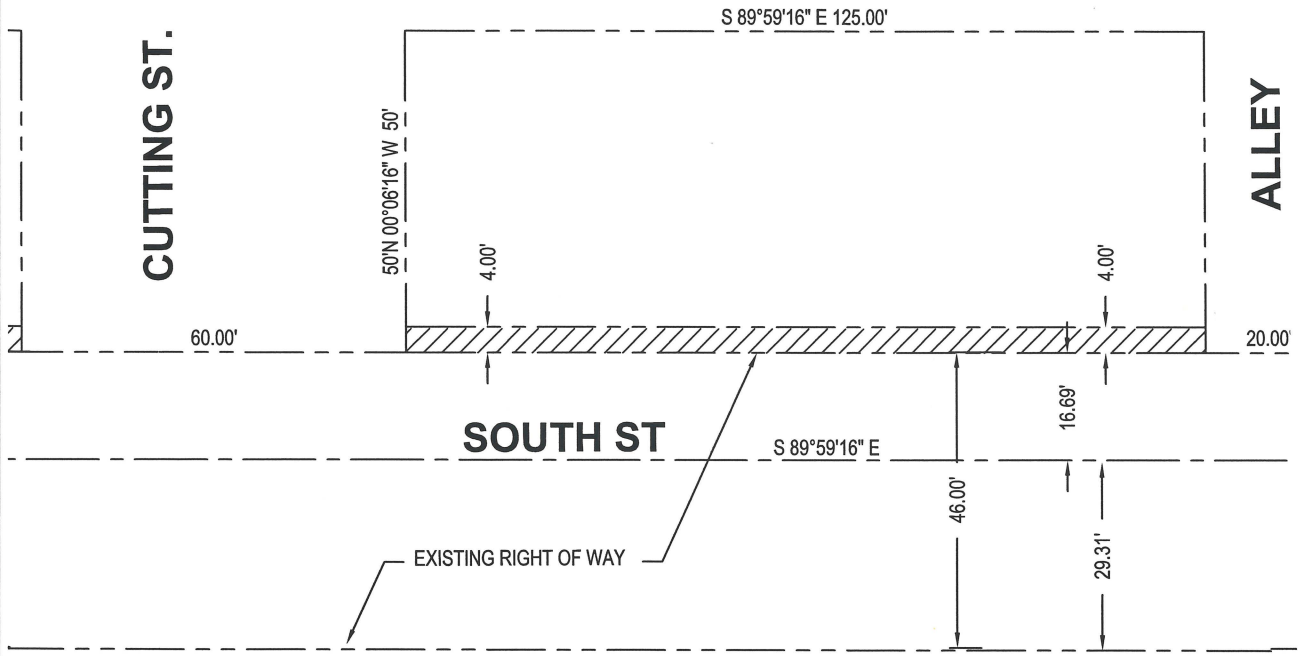
By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

APN 004-042-006  
 ADDRESS:  
 801 CUTTING STREET  
 MADERA, CA  
 OWNER:  
 SANTOS M. ROBLEDO

# EXHIBIT C



Jan/02/2019 9:29 AM  
 S:\CIP\PROJECTS BY FISCAL YEAR\CIP FY 16-17\R-73 SIDEWALKS AT GEORGE WASHINGTON\DESIGN\R-73 WASHINGTON RW MOD BY ERIC



SCALE: 1" = 30'



INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 500.00 SQ. FT.



## CITY OF MADERA - ENGINEERING DEPARTMENT

<p>CITY: CITY OF MADERA          ADDRESS: 205 W. 4th STREET          MADERA, CA 93637</p> <p>SURVEYOR: CHRISTIAN M. BACH          R.C.E. NO. 18715          TELEPHONE: (559) 661.5418</p>		<p>F.B. NO. _____          DR. BY: _____          CH. BY: _____          DATE: _____          SCALE: 1" = 30'          DRAWN BY: JEAGUILAR          PROJECT: ST-XX   R-73          SHEET <u>1</u> OF <u>1</u></p>
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**South Street Sidewalk, Austin Avenue to Lake Street  
Easement Acquisition**

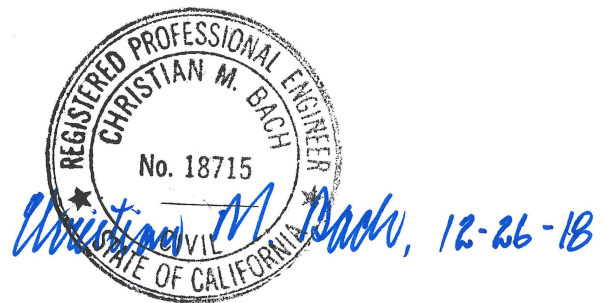
## **Legal Description**

**APN 004-042-006, Owner: Santos M. and Lupe Robledo  
801 Cutting Street**

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera," filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition", filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 19, in Block 2, of said "Map of Parson's Addition to the Town of Madera."

Containing 500.00 square feet.



RECORDING REQUESTED BY:  
City of Madera  
AFTER RECORDING RETURN TO:  
City Clerk  
City of Madera  
205 W. 4th Street  
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due 0

APN: 004-042-006

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

**Santos M. Robledo and Lupe Robledo, husband and wife, as Joint Tenants**

DO HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'C' attached hereto and made a part hereof)

Date: APRIL 29, 2019

By: *Santos M. Robledo* *Lupe Robledo*  
Property Owner Signature(s) above, Printed Name Below

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

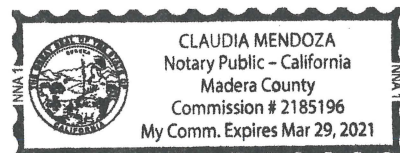
State of California)  
County of Madera)

On 4/29/2019, before me, CLAUDIA MENDOZA, Notary Public, personally appeared SANTOS M. ROBLEDO AND LUPE ROBLEDO who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

*Claudia Mendoza*



PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Mary J. Salinas

MAILING ADDRESS: [REDACTED] APN 004-042-016  
[REDACTED]

SITUS: 800 Bloker Street  
Madera, CA 93638

### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

**Mary J. Salinas, a single woman**, hereinafter called the “SELLER”, without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the “CITY”, the hereinafter described real property on the following terms and conditions:

1.The real property which is the subject of this Agreement, hereunder referred to as the “Offered Property”, is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit ‘D’, attached hereto.

2.The purchase price of the Offered Property shall be the sum of **Three Thousand Two Hundred Fifty Dollars and No Cents (\$3,250.00)**, as just compensation therefor for land and severance.

3.SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4.SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5.The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a.City shall pay the sums specified in Paragraph 2 of this Agreement

upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon

SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on \_\_\_\_\_, 2019

CITY OF MADERA

SELLER

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: Mary J. Salinas

APPROVED AS TO FORM:

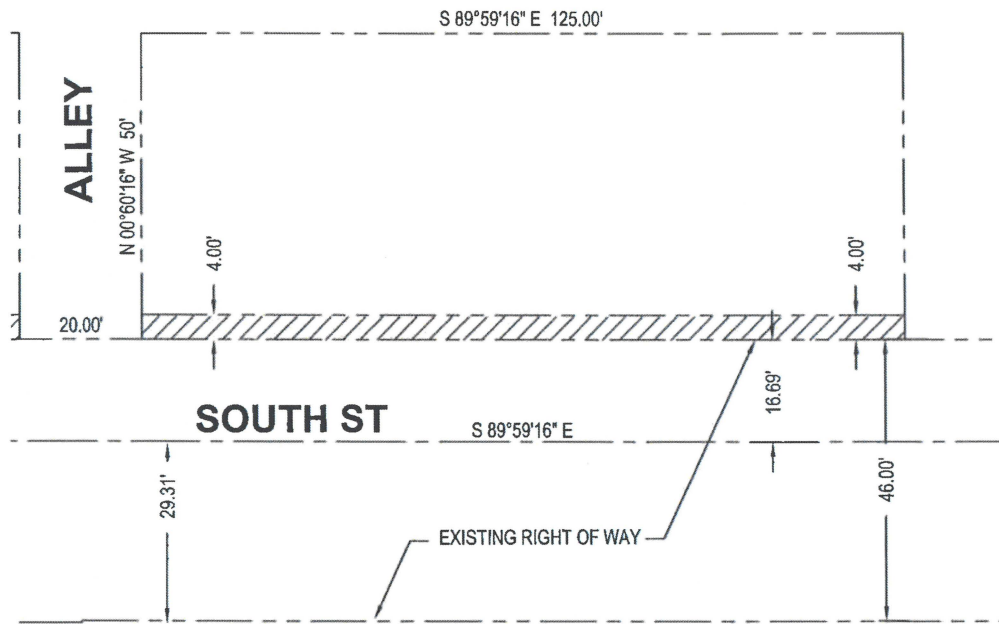
By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

APN 004-042-016  
 ADDRESS:  
 800 BLOKER STREET  
 MADERA, CA  
 OWNER:  
 MARY J. SALINAS

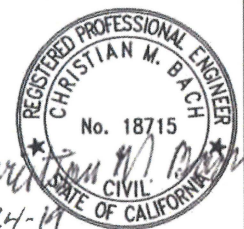
### EXHIBIT D



SCALE: 1" = 30'



INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 500.00 SQ. FT.



## CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA  
 ADDRESS: 205 W. 4th STREET  
 MADERA, CA 93637

SURVEYOR: CHRISTIAN M. BACH  
 R.C.E. NO. 18715  
 TELEPHONE: (559) 661.5418

F.B. NO. \_\_\_\_\_  
 DR. BY: \_\_\_\_\_  
 CH. BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 SCALE: 1" = 30'  
 DRAWN BY: JEAGUILAR  
 PROJECT: ST-XX | R-73  
 SHEET 1 OF 1



**South Street Sidewalk, Austin Avenue to Lake Street**

**Easement Acquisition**

## **Legal Description**

**APN 004-042-016, Owner: Mary J. Salinas**

**800 Bloker Street**

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera," filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition", filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 18, in Block 2, of said "Map of Parson's Addition to the Town of Madera."

Containing 500.00 square feet.



RECORDING REQUESTED BY:  
City of Madera  
AFTER RECORDING RETURN TO:  
City Clerk  
City of Madera  
205 W. 4th Street  
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_

APN: 004-042-016

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

**Mary J. Salinas, a single woman**

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'D' attached hereto and made a part hereof)

Date: 04/29/2019

By: Mary J. Salinas  
Property Owner Signature(s) above, Printed Name Below

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

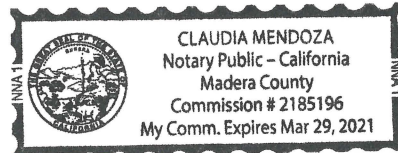
State of California)  
County of Madera)

On 4/29/2019, before me, CLAUDIA MENDOZA, Notary Public, personally appeared MARY J. SALINAS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Claudia Mendoza



PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Edilberto Camarillo

MAILING ADDRESS: [REDACTED] APN 004-043-007

SITUS: 801 Bloker Street  
Madera, CA 93638

### **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

**Edilberto Camarillo**, hereinafter called the “SELLER”, without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the “CITY”, the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder referred to as the “Offered Property”, is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit ‘E’, attached hereto.

2. The purchase price of the Offered Property shall be the sum of **Three Thousand Two Hundred Fifty Dollars and No Cents (\$3,250.00)**, as just compensation therefor for land and severance.

3. SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4. SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on \_\_\_\_\_, 2019

CITY OF MADERA

SELLER

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: Edilverto Camarillo

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

**South Street Sidewalk, Austin Avenue to Lake Street  
Easement Acquisition**

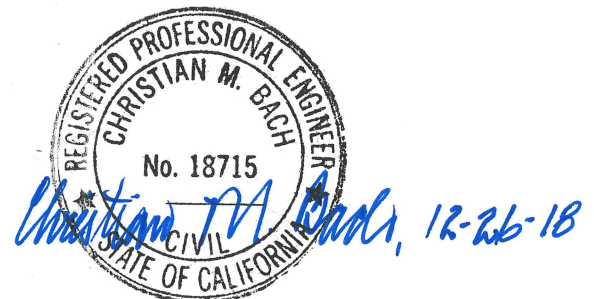
## **Legal Description**

**APN 004-043-007, Owner: Edilberto Camarillo  
801 Bloker Street**

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera," filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition," filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 19, in Block 1, of said "Map of Parson's Addition to the Town of Madera."

Containing 500.00 square feet.

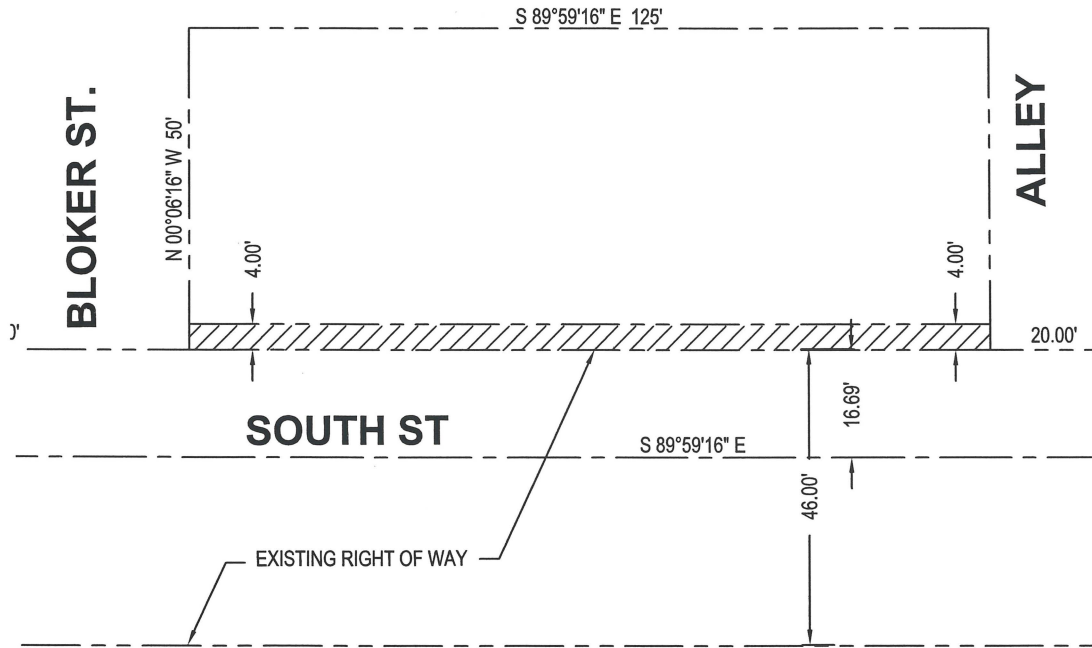


APN 004-043-007

# EXHIBIT E

ADDRESS:  
801 BLOKER STREET  
MADERA, CA

OWNER:  
EDILBERTO CAMARILLO



SCALE: 1" = 30'



INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 500.00 SQ. FT.



## CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA  
 ADDRESS: 205 W. 4th STREET  
 MADERA, CA 93637

SURVEYOR: CHRISTIAN M. BACH  
 R.C.E. NO. 18715  
 TELEPHONE: (559) 661.5418

F.B. NO. \_\_\_\_\_  
 DR. BY: \_\_\_\_\_  
 CH. BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 SCALE: 1" = 30'  
 DRAWN BY: JEAGUILAR  
 PROJECT: ST-XX | R-73  
 SHEET 1 OF 1

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)

Presented for Recordation by the City of Madera

Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_

APN: 004-043-007

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

**Edilberto Camarillo**

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'E' attached hereto and made a part hereof)

Date: 5-29-19

By: Edilberto Camarillo  
Property Owner Signature(s) above, Printed Name Below

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

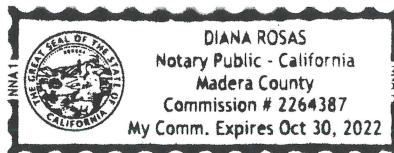
State of California)  
County of Madera)

On May 29, 2019, before me, Diana Rosas, Notary Public, personally appeared Edilberto Camarillo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Diana Rosas





PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Angelina Herrera Cantu

MAILING ADDRESS:



APN 004-043-017

SITUS:

800 N. Lake Street  
Madera, CA 93638

### **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

**Angelina Herrera Cantu**, hereinafter called the “SELLER”, without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the “CITY”, the hereinafter described real property on the following terms and conditions:

1.The real property which is the subject of this Agreement, hereunder referred to as the “Offered Property”, is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit ‘F’, attached hereto.

2.The purchase price of the Offered Property shall be the sum of **Three Thousand Three Hundred Eighty Dollars and No Cents (\$3,380.00)**, as just compensation therefor for land and severance.

3.SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4.SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5.The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a.City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on \_\_\_\_\_, 2019

CITY OF MADERA

SELLER

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: Angelina Herrera Cantu

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

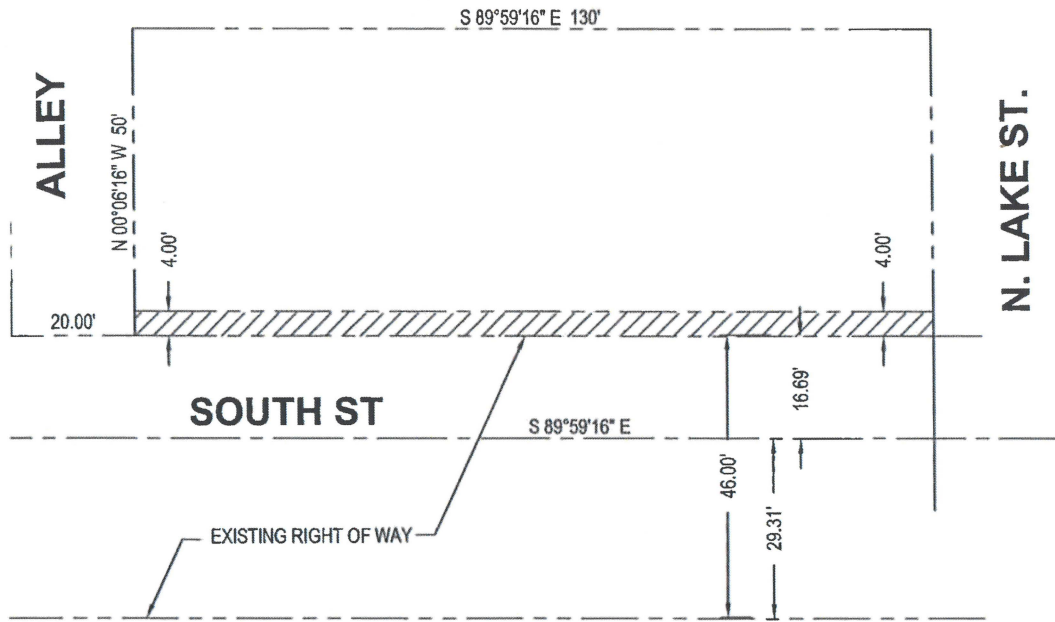
By: \_\_\_\_\_  
City Clerk

APN 004-043-017

# EXHIBIT F

ADDRESS:  
800 N. LAKE STREET  
MADERA, CA

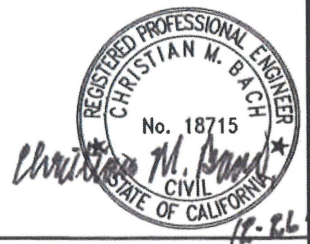
OWNER:  
ANGELINA HERRERA CANTU



SCALE: 1" = 30'



INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 520.00 SQ. FT.



## CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA  
 ADDRESS: 205 W. 4th STREET  
 MADERA, CA 93637

SURVEYOR: CHRISTIAN M. BACH  
 R.C.E. NO. 18715  
 TELEPHONE: (559) 661.5418

F.B. NO. \_\_\_\_\_  
 DR. BY: \_\_\_\_\_  
 CH. BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 SCALE: 1" = 30'  
 DRAWN BY: JEAGUILAR  
 PROJECT: ST-XX | R-73  
 SHEET 1 OF 1

**South Street Sidewalk, Austin Avenue to Lake Street  
Easement Acquisition**

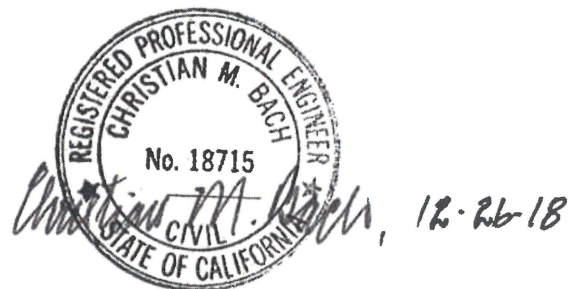
## **Legal Description**

**APN 004-043-017, Owner: Angelina Herrera Cantu  
800 N. Lake Street**

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera" filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition", filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 18, in Block 1, of said "Map of Parson's Addition to the Town of Madera."

Containing 520.00 square feet.



RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)

Presented for Recordation by the City of Madera

Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_

APN: 004-043-017

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

**Angelina Herrera Cantu, an unmarried woman**

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'F' attached hereto and made a part hereof)

Date: 4/29/2019

By: Angelina Herrera Cantu  
Property Owner Signature(s) above, Printed Name Below

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)  
County of Madera)

On 4/29/2019, before me, CLAUDIA MENDOZA, Notary Public, personally appeared ANGELINA HERRERA CANTU who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Claudia Mendoza

